Smart Online & Mobile Banking

Corporate Application Form

Date

Institutional Information ***Please use Block Capital Letters***

Type of Organization ☐ **Sole Prop.** ☐ **Partnership** ☐ **Company** ☐ **State Dep.** ☐ **State Corp.** ☐ ***Other (Specify)***

Registered Name

Registration No.

Registered Address

Phone No. **Fax No.**

Email Address

Facility Information

1. Account Numbers to be linked

1		**6**	
2		**7**	
3		**8**	
4		**9**	
5		**10**	

2. Types of Facilities (Online)

☐ Corporate Admin [1]

(1). Allowed only after reviewing the request by the Bank

☐ All

☐ Account Inquiry only

☐ Fund Transfers - Own Accounts

☐ Fund Transfers - Third Party BOC

☐ Fund Transfers - Other Bank

☐ Credit Card Payments - BOC

☐ Credit Card Payments - Other Bank

☐ EPF/ETF Payments

☐ Bill Payments

☐ FD Opening

☐ Bank Cheque Book Requests

☐ Service Requests

☐ Loan Inquiry Only

☐ Bulk File Upload

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ETF No 1. 2. 3.

3.1 Administrator [2]

Name	NIC/ Passport

3.2 Delegates to Operate the Accounts [2]

	Name	NIC/ Passport
View only		
View & Initiate only		
View, Initiate & Authorize		
View & Authorize		

(2). *Please complete* ***User Information Form*** *separately for User Details. If more than one user, use multiple copies of the same.*

4. Operating instructions

☐ **Single** Authorization (Transaction Completion By Single User)

☐ **Dual** Authorization (Non Sequential)

☐ **Multilevel** Authorization

If Multilevel Authorization is selected:

Authorization Order ☐ Sequential ☐ Non-sequential

User Groups [3]

User Group (A,B,C,D)	User 1	User 2	User 3

(3). *Applicants can have any number of user levels (i.e. A, B, C.) Any number of users can also be named under each user level*

Authorization Matrix

Amount Range (LKR)	User Combination (Approval Structure) (E.g. A+B; 2A; B+B; A+D)

5. Daily Transfer Limits

☐ Hereby agree to assign the **Default Transaction Limits** as follows:

■ Fund Transfer - Own Accounts:	LKR	10,000,000	■ Fund Transfer - 3rd Party BOC:	LKR	1,000,000
■ Fund Transfer - Other Bank:	LKR	1,000,000	■ Bill Payments:	LKR	1,000,000

☐ Request **Special Limits** (Separate Request should be made for Special Limits)

Declaration by the Company

I/We, _____ declare that the above information and instructions are true, correct and in accordance with the attached resolution/Letter of Approval dated _____and undertakes to abide by terms, conditions and indemnity of BOC Smart Online and Mobile Banking facility.

(The relevant persons should sign according to the powers vested in them)

Designation			
Name			
NIC No.			
Signature			

For Office Use Only

Customer ID (CIF) _____ Date _____

Checklist to be completed by the Branch

Following Documents were Obtained:

- ☐ Copy of BR/ Certificate of Incorporation
- ☐ Certified Copy of NIC/PP of All Users
- ☐ Board Resolution
- ☐ Customer Particulars & Signatures Verified
- ☐ Verified given Accounts belongs to same CIF
- ☐ All pages of the Terms & Conditions signed by the Directors

Personal Banking Officer _____ Branch Manager/ Customer Services Manager _____

		User Name	User ID	Signature	Date
Entered by	1				
	2				
Authorized by	1				
	2				

BOC Smart Online and Mobile Banking Facility

TERMS AND CONDITIONS GOVERNING THE USE OF BOC SMART ONLINE AND MOBILE BANKING FACILITY

Bank of Ceylon
Dear Sirs,

We, ……, a body corporate duly established under Laws in the Democratic Socialist Republic of Sri Lanka and having its Head Office at ……..in the said Republic (hereinafter referred to as "**Public Enterprise**" which term shall mean and include the said …… and its successors and permitted assigns) request and authorize the Bank of Ceylon (hereinafter referred to as " **the Bank**") to issue the Public Enterprise User Identification Numbers (hereinafter sometimes referred to as User ID/s) and allow the Public Enterprise to use **BOC Smart Online and Mobile Banking Facility** and hereby agree to be bound by the following terms and conditions and the indemnity.

1. DEFINITIONS

1.1 **"BOC Smart Online and Mobile Banking Facility"** allows a user to carry out banking transactions over the internet via Bank of Ceylon website and using cellular device under personal or Corporate profile.

1.2 **"Corporate Administrator/s**" shall mean a user/users created by the Bank as per the authorization given by the Public Enterprise for the purpose of creating administrative functions in BOC Smart Online and Mobile Banking Facility offered to the Public Enterprise

1.3 **"Delegate/s"** shall mean the Corporate Administrator/s and/or Authorized User/s as the case may be.

1.4 **"Password"** shall mean the original Passwords confidentially generated by the Bank, subsequent passwords generated and issued to the Public Enterprise and /or Delegates by the Bank on the request of the Public Enterprise and any substitution effected by the Delegated Users thereafter.

1.5 **"Transactions black out time"** shall mean the transaction restriction time imposed by the Bank.

1.6 **Authorized User/s** shall mean a person or person/s who has/have been granted permission to access, manage financial accounts of the Public Enterprise through BOC Smart Online and Mobile Banking Facility.

1.7 **"Value date"** shall mean the date when the entry to an account is considered effective

2 TRANSACTIONS VIA BOC SMART ONLINE AND MOBILE BANKING FACILITY

2.1 By completing the BOC Smart Online and Mobile Banking application form, the Public Enterprise gives the authority to accept and to act upon any instructions or messages received by the Bank through BOC Smart Online and Mobile Banking Facility from the Public Enterprise or Delegates duly appointed by the Public Enterprise (whether or not they have been given or authorized by the Public Enterprise) and which are authenticated in the way (if any) described in the User Documentation and accompanied by the Pass word/s issued to them.

…… ……..……. ……. ……

Signatures of Directors/Authorized persons

2.2 The Public Enterprise and the Delegates agree to perform BOC Smart Online and Mobile Banking Facility operations only through the official web site "www.boc.lk" in which contains specific menu options or to use the downloadable official apps available by the Bank in Play store and Apple store.

2.3 The Public Enterprise agrees that the Bank is under no obligation to honour payment or other instructions, if the Bank deems that such instructions are found to be irregular.

2.4 The Public Enterprise does provide data, information, instructions and messages at its own risk. The Public Enterprise shall ensure that all data transmitted to the Bank for or in connection with BOC Smart Online and Mobile Banking Facility is at all times true correct and complete. The Public Enterprise shall immediately inform the Bank about any errors, discrepancies or omissions.

2.5 The Public Enterprise shall accept complete responsibility for all transactions performed/processed or effected by the use of BOC Smart Online and Mobile Banking Facility howsoever effected and the Public Enterprise further agrees that the Bank is not responsible in any manner for the transactions performed/processed or effected by the Public Enterprise or its Delegates by the use of BOC Smart Online and Mobile Banking Facility.

2.6 The Public Enterprise does hereby authorize the Bank to debit the account/s of the Public Enterprise (existing at the time of this application or opened by the Public Enterprise subsequently) with the amount of any transaction made by the use of BOC Smart Online and Mobile Banking Facility with or without the knowledge or any further authority by the Public Enterprise.

2.7 The Public Enterprise shall not attempt to effect transactions executed through BOC Smart online and Mobile Banking Facility unless sufficient funds are available in the account/s of the Public Enterprise. The Public Enterprise agrees that transactions scheduled for future date will only be executed by the Bank if sufficient funds are available in the account/s on the relevant date/s and further agrees that the Bank is under no obligation whatsoever to honour payment instructions unless there are sufficient funds in the designated account/s at the time of receiving its payment instructions and /or at the time such payments fall due.

2.8 The Public Enterprise and the Directors shall be jointly and severally liable for all transactions effected and/or arising from the use of the BOC Smart Online and Mobile Banking Facility by any of its Delegates.

2.9 The Public Enterprise agrees that when the Bank makes a payment on behalf of the Public Enterprise the Bank is not acting as the Public Enterprise's agent or agent of the Biller to whom that payment is directed.

2.10 The Public Enterprise agrees and authorizes the Bank, at its discretion to record by whatever means the transactions which the Public Enterprise or Delegates effect via BOC Smart Online and Mobile Banking Facility and that such records may be used by the Bank for the purpose of, amongst other things, establishing or verifying that a particular transaction was effected through the use of User ID and Password/s.

2.11 The Public Enterprise shall accept that Bank's records and statements of all transactions processed and/or effected by the use of the BOC Smart Online and Mobile Banking Facility as conclusive and binding on the Public Enterprise for all purposes.

…… ……..……. ……. ……

Signatures of Directors/Authorized persons

2.12 The Public Enterprise agrees that Transactions black out time shall apply for some of the transactions and agrees to authorize the transactions before black out time to receive the value date, failing which next available value date will affect.

3 AUTHORITY LEVELS

3.1 The Public Enterprise is responsible for defining the authority levels for the transactions and functions. The Bank shall define the authority levels based on the system capabilities and instruct the Public Enterprise accordingly.

3.2 The Public Enterprise agrees to appoint Corporate Administrators in the system to set up other authorized users to designate the level of access right for each authorized users, reset password for authorized users, disabling or restricting access for authorizers and assigning different accounts for different users.

3.3 The Public Enterprise is responsible for all the functions assigned to Corporate Administrator/s and shall ensure that the said functions are carried out by the Corporate Administrator/s with due care and responsible manner.

3.4 The Public Enterprise is fully responsible for ensuring that all Corporate Administrator/s and Authorized Users are aware of, and comply with the Terms and Conditions, which governs the BOC Smart online and Mobile Banking system.

3.5 The Public Enterprise takes the full responsibility to immediately disable any authorized persons who are no longer authorized to access the BOC Smart Online & Mobile Banking Facility from accessing and using the BOC Smart Online & Mobile Banking System. The Bank is not responsible for any loss arising from the Public Enterprise not disabling authorized user's access immediately upon that authorized user no longer being authorized.

3.6 The Bank shall at its sole discretion decide whether Corporate Administrator function is allowed to the Public Enterprise.

4 RESPONSIBILITIES FOR SECURITY

4.1 The Public Enterprise is aware that it is their responsibility to obtain and maintain all equipments, which may be necessary for using BOC Smart Online and Mobile Banking Facility in proper working condition and with adequate safeguards against malicious threats to such equipment or to BOC Smart Online and Mobile Banking Facility.

4.2 The Public Enterprise undertakes not to access BOC Smart Online and Mobile Banking Facility using defective or insecure equipment, or by any manner, which might adversely affect BOC Smart Online and Mobile Banking Facility.

4.3 The Public Enterprise will set up and maintain adequate measures to safeguard the BOC Smart Online and Mobile Banking Facility (including all information and data relating to payment beneficiaries) from disclosure to, and from access or use by, anyone who is not authorized to do so.

4.4 The Public Enterprise shall inform the Bank immediately if it becomes aware of any unauthorized use of the User ID and Passwords by anyone.

…… ……..……. ……. ……

Signatures of Directors/Authorized persons

5. PROPRIETARY AND OTHER RIGHTS

5.1 The Public Enterprise agrees that the BOC Smart Online and Mobile Banking Facility system will remain the sole property of the Bank at all times and the Public Enterprise will not copy the BOC Smart Online and Mobile Banking Facility or any of the information, technique data or designs relating to them.

6. CONFIDENTIALITY OF BOC SMART ONLINE AND MOBILE BANKING FACILITY INFORMATION

6.1 The Public Enterprise shall keep its User ID/s and Password/s thereof strictly confidential and undertake not to reveal such numbers to any person at any time or under any circumstances.

6.2 The Public Enterprise shall keep all information, techniques, data and designs relating to BOC Smart online and Mobile Banking Facility completely confidential. The Public Enterprise shall not disclose any of them to any other party.

6.3 The obligations of the Public Enterprise in connection with confidentiality will continue indefinitely and will not end with the expiry or termination of the facility.

7. BANK CHARGES AND PAYMENTS

7.1 The Public Enterprise does hereby authorize the Bank to debit its account/s with all charges relating to transactions made through BOC Smart Online and Mobile Banking Facility and also with any other liabilities of legal fees or other statutory charges to be imposed by the Government relating to the use of BOC Smart Online and Mobile Banking Facility.

7.2 The Public Enterprise agrees that the Bank at its sole discretion is entitled to revise the charges for BOC Smart Online and Mobile Banking Facility at any time without any prior notice.

8. LIABILITIES FOR LOSS, DELAY. ETC

8.1 The Public Enterprise shall not hold the Bank liable for any loss incurred by the use of User ID and password/s issued to the Public Enterprise or to Delegates or any substitutes thereon used without the authority of the Public Enterprise.

8.2 The Bank shall not be responsible for any loss or damage or for any loss of profits, loss of contracts, financial loss, loss of data or loss of goodwill incurred or suffered by the Public Enterprise as a result of non acceptance of and/or non adherence to instructions given through BOC Smart Online and Mobile Banking Facility for any reason whatsoever.

8.3 The Public Enterprise agrees that in case of payments made for goods or services offered by third parties, the Bank cannot and does not take any responsibility or liability on the quality, quantity, on time delivery or the availability of such goods or services offered.

8.4 The Public Enterprise agrees that the Bank shall not be liable for any loss or damage whatsoever which the Public Enterprise may suffer if the Bank is delayed or prevented from providing with BOC Smart Online and Mobile Banking Facility or any other service by reason of strikes, industrial disputes, failure or suspension of power supplies or telecommunication system errors or other system errors or equipment failures or any other causes beyond the Bank's control , including technical causes in the Bank's computer or software system, whether such causes constitute force majeure or not.

…… ……..……. ……. ……

Signatures of Directors/Authorized persons

8.5 The Public Enterprise agrees that the Bank may use its reasonable efforts to act on a request for cancellation or amendment of a payment or other instruction prior to the bank's execution of such instruction, but the Bank shall not be liable in any manner howsoever if such cancellation or amendment is not affected.

9. OPERATION OF BOC SMART ONLINE AND MOBILE BANKING FACILITY BY A THIRD PARTY/IES

9.1 The Bank shall not be responsible for any loss or damage incurred by the Public Enterprise as a result of an act of the Delegate/s appointed for BOC Smart Online and Mobile banking facility.

9.2 The Public Enterprise hereby authorizes the Bank to debit any of its account/s with the amount of any transaction performed by the Public Enterprise or any Delegate/s appointed by the Public Enterprise.

9.3 The Public Enterprise agrees to pay any charges/payments due to the Bank on transactions/functions performed by the Public Enterprise any Delegate/s by using BOC Smart Online and Mobile banking Facility.

10. CHANGING THE TERMS AND CONDITIONS

10.1 The Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions at its absolute discretion and such amendments, supplements or variations shall be binding on the Public Enterprise.

10.2 The Bank shall determine the privileges attached to the use of the BOC Smart Online and Mobile Banking Facility and shall have absolute discretion to change, vary, add or amend these privileges and conditions attached thereto, from time to time, as the Bank deems fit.

10.3 The Bank shall attach or detach any accounts opened in the name of the Public Enterprise, subsequent to this application. The Public Enterprise agrees and acknowledges that such attachment or detachment can be due to prevailing rules and regulations of the Bank.

10.4 The Bank shall, from time to time introduce new facilities/options into BOC Smart Online and Mobile Banking Facility. The Public Enterprise does hereby agree to abide by the terms and conditions applicable to such newly added services, facilities/options though added subsequently to the activation of the User IDs whether or not the Public Enterprise expressly registers to avail such services.

10.5 In case if the Bank requires the Public Enterprise to register for a specific service provided by BOC Smart Online and Mobile Banking Facility, the Public Enterprise undertakes to adhere to such registration to avail such service. The Public Enterprise also agrees any such request for subsequent registration becomes an integral part of this agreement.

10.6 The use of BOC Smart Online and Mobile Banking Facility shall be subject to all laws and regulations relating to such industry imposed by the government from time to time and any terms and conditions governing all services imposed by the Bank from time to time.

…… ……..……. ……. ……

Signatures of Directors/Authorized persons

11. INDEMNITY

11.1 The Public Enterprise hereby specifically agrees and irrevocably hold Bank of Ceylon indemnified and save harmless against any and all losses, charges, suites, claims, expenses and damages that Bank of Ceylon shall or may be caused, sustained, incurred or suffered, which shall or may arise directly or indirectly out of or in connection with BOC Smart Online and Mobile Banking facility consequent to any failure, breach, negligence, commission, omission or representation on the part of the Public Enterprise or its Delegate/s and this indemnity shall continue to be valid and effectual notwithstanding the expiry or termination of these presents.

12. CANCELLATION

12.1 The Bank shall have the full discretion to cancel or withdraw the BOC Smart Online and Mobile Banking Facilities without any prior notice or any reasons given to the Public Enterprise. In the event that the Public Enterprise decides to terminate the use of BOC Smart Online and Mobile Banking Facility or to terminate or employ the services of Delegate/s of the Public Enterprise, the Public Enterprise shall give the Bank not less than seven days prior notice in writing and forthwith return any document relating to BOC Smart Online and Mobile Banking Facility which are given to the Public Enterprise by the Bank and obtain a valid receipt thereof.

13. GOVERNING LAW

13.1 Any dispute or any controversy arising under or in connection with BOC Smart Online and Mobile Banking Facility and/or the terms and conditions hereof shall be governed by and construed in accordance with the laws of Sri Lanka and each of the parties hereto submits to the exclusive jurisdiction of the Courts of Sri Lanka.

The Public Enterprise hereby agrees to be bound itself and its successors to the above terms, conditions and indemnity.

In witness whereof the Public Enterprise doth in pursuance of a resolution of the Board of Directors passed on …….. 20……. (A true excerpt whereof from the recorded minutes is annexed hereto) affix its Common Seal hereunto/cause the signatures of Authorized officers at ……on this …….. Day of 20…….

…… .. …….. ……..

(Signatures of Directors with rubber stamp)

Date:

For office use only	
Date	…… Signature of the Authorized Officer with branch rubber stamp

Specimen Board Resolution: To be typed and printed on a letterhead of the Company

BOARD RESOLUTION

Certified extract of the resolution adopted by the Board of Directors of _____ _____at the meeting held on _____at_____

It was resolved:

That the Company doth obtain BOC Smart Online and Mobile Banking Facility from Bank of Ceylon and delegate the required authority upon person/s nominated by the Company from time to time to act as "Delegate/s" for the functions permitted to act under BOC Smart Online and Mobile Banking facility within the limits decided by the Company, such delegates and such limits to be notified to the Bank by the Company by tendering duly signed relevant documents/applications required by the Bank thereto.

That the Company indemnifies the Bank against any loss, damage, or detriment of whatsoever nature occasioned through the Company using BOC Smart Online and Mobile Banking Facility whether as a direct result thereof or otherwise.

That the Company executes and delivers **under its Common Seal witnessed by two of its Directors or one Director and its Company Secretary / *under the signatures of two of its Directors or one Director and its Company Secretary or Authorized persons* (** insert as prescribed by the Articles of Association of the Company),* all applications, indemnities, letters of set off and any other notifications required by the Bank in order for the Company to obtain and maintain BOC Smart Online and Mobile Banking Facility

We do hereby certify that the above resolutions of the Board of Directors of _____ were passed at a meeting of the Board of Directors duly convened and held on the _____day of _____ and the same has been duly entered in the minutes book and are in accordance with the Articles of Association of the company.

_____ _____

Director/s Company Secretary

_____

Date

Smart Online & Mobile Banking - Corporate

User Information Form

Personal Information

Full Name

NIC/Passport **Date of Birth**

Home Phone **Office Phone**

Mobile Phone

Email Address

Designation

Facility Information

Preferred User ID[1] *1. Max 10 Digits; Alpha Numeric Only; No special Character Allowed*

User Access Level
(Only Company requested user access level is allowed)

- View only
- View & Initiate (Data Inputs)
- View & Authorize
- View, Initiate & Authorize

Required Facilities
(Should not exceed facilities requested by the Company)

- All
- Account Inquiry only
- Fund Transfer - Own Accounts
- Fund Transfer - Third Party BOC
- Fund Transfer - Other bank
- Credit Card Payment - BOC
- Credit Card Payment - Other Bank
- EPF/ETF Payments
- Bill Payments
- FD Opening
- Cheque Book Requests
- Service Requests
- Loan Inquiry Only
- Bulk File Upload

EPF No 1. 2. 3.

ETF No 1. 2. 3.

Accounts to be Linked with Transactions
(Only Company applied Accounts will be allowed)

	Account Number	All	Account Inquiry only	Fund Transfer - Own Accounts	Fund Transfer - Third Party BOC	Fund Transfer - Other bank	Bill Payments	EPF/ ETF Payments	FD Opening	Credit Card Payment - BOC	Credit Card Payment - Other Bank	Cheque Book Requests	Service Requests	Loan Inquiry Only	Bulk File Upload
1															
2															
3															
4															
5															
6															
7															
8															

Email Alert Service[2] Yes No *2. For transaction Authorization*

Signature of the User

Signatures of Authorizers (with Company Rubber Stamp)